



Terms and Conditions for Memcosafety.com

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All prices quoted are in U.S. dollars effective as of the date of quotation and are subject to change. Prices shall be established by Memco Inc. at its sole discretion. Quoted prices do not include sales, use or other value added taxes, unless otherwise specified, and are the sole responsibility of the buyer. Quotations that include labor or service charges must specify the standard hours included in the quoted price. Additional labor costs hours incurred above the stated standard will be billed at standard hourly rates. Verbal quotations, unless accepted, expire the same day they are made. Memco Inc. is not responsible for typographical or clerical errors made in any quotation or order. All such errors shall be subject to correction. Additions and/or changes made by the Buyer, upon acceptance by Memco Inc. may result in additional charges to the Buyer.

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Memco Inc.'s liability for any claim shall be limited to an amount equal to the amount of monies actually received by Memco Inc. for the goods which give particular rise to the claim. These limitations of liability apply to all claims, including without limitation, those based upon contract, warranty, tort (including negligence), and strict liability. Memco Inc. will not be liable to Buyer or anyone for any special, indirect, incidental or consequential damages or expenses of any kind arising out of or in connection with this agreement or due to the Buyer's sale, handling or use of the goods or services sold hereunder.

FORCE MAJURE:

If performance is made commercially impractical or impossible, or delays result because of the occurrence of a contingency beyond the reasonable control of Don Memco Inc., our quotation, and any contract deriving herefrom, shall be voidable upon Memco Inc.'s notice to the Buyer. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

PAYMENT AND SECURITY INTEREST:

If you are a credit card customer, you agree to pay at the time of purchase the cost of material, and any shipping and handling charges and taxes. If you are a Memco Inc. account holder the following provisions apply: Memco Inc. may invoice items separately. Payment is due in U.S. currency, 30 days from the date of invoice. Any specified cash discounts must be authorized in advance, and are allowed if remittance is postmarked by the 10th day following the date of invoice. Such cash discounts may be offered at the sole discretion of Memco Inc. and are not to be implied as offered unless specifically stated. Invoices are net thereafter and become past due on the 31st day subsequent to the invoice date. A late payment charge may be assessed on amounts past due at a rate to be determined by Memco Inc., which shall not exceed the maximum rate permitted by law. Buyer shall be liable for all expenses, including attorney fees, relating to the collection of past due amounts. To secure payment of sums due, Memco Inc. may require the Buyer to grant to Memco Inc. a purchase money security interest in the goods purchased and in the proceeds thereof. At Memco Inc.'s request, the buyer shall sign financing statements and other documents necessary to perfect and continue the security interest. If Memco Inc. in its sole judgment questions the Buyer's ability to pay for the goods, Memco Inc. may, at any time, require payment in full in advance of delivery or manufacture of the goods. Failure to adhere to our terms may result in a shipping hold on all orders and/or a reduction in the amount of credit the Company will extend. All payments are to be made to:

Memco Inc.
296 Carlton Road
Hollister Mo, 65672

Payments should include a remittance advice designating the invoices and other charges being paid.